
**NEW JERSEY TURNPIKE AUTHORITY
REQUEST FOR PROPOSAL
FOR
ELECTRIC VEHICLE CHARGING STATIONS
RM-114497**

JULY 2015

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SECTION I -- INTRODUCTION

Enclosed herewith is a Request for Proposal (“RFP”) by the New Jersey Turnpike Authority (“Authority”) for a non-exclusive provider to design, furnish, install, manage and maintain, at its own cost and expense, certain direct current (“DC Fast”) charging stations at Service areas on the New Jersey Turnpike (“NJTP”) and Garden State Parkway (“GSP”) (as further described in Section III, the “Services”). The Authority owns and operates the NJTP and GSP and operates various service areas along and adjacent to both roadways for the benefit and convenience of Authority patrons. The Authority will enter into a non-exclusive License Agreement with the Successful Proposer (as hereinafter defined) (the “License Agreement”) for a term of **seven (7)** years, with the option to extend for **one(1)** three –year term at the Authority’s sole discretion.

The Authority seeks proposals (“Proposals”) from all interested and qualified providers (“Proposers”). Such Proposals must be responsive to all of the requirements of this RFP. The Authority intends to select one Proposer (the “Successful Proposer”) to perform the Services based on the evaluation criteria set forth in Section IV.

The solicitation of Proposals is being conducted pursuant to the statutes and laws of the State of New Jersey, as found in *N.J.S.A. 27:23-6.1*, and Executive Order No. 37 (Corzine, 2006), and the regulations and policies of the Authority with regard to the procurement of professional services. Furthermore, Proposals are being solicited through a fair and open process in accordance with *N.J.S.A. 19:44A-20.1*, et seq. In addition, Proposers are required to comply with the Equal Employment Opportunity (“EEO”) requirements of P.L. 1075, C.127 and (*N.J.A.C. 17:27*).

Upon review of all Proposals, the Authority may request that one or more Proposers appear for an oral presentation focusing on how their proposed approach and solution will satisfy the requirements of this RFP. The Authority may limit the number of Proposers that can make oral presentations to permit efficient competition among the most highly rated Proposals. Should an oral presentation be requested, it will be an opportunity for each invited Proposer to introduce its staff to the Authority, address how the Proposer will provide the Services, and to present supplementary information regarding its Proposal and credentials as related to the specific needs of the Authority. The Proposer may use handouts, display boards, products and other materials during this oral presentation; provided, however, that the presentation will be restricted to a maximum time period specified by the Authority, including the time allotted for a question and answer period. Information relating to the Proposer’s recent experience on similar assignments, approach to the Services and the use of innovative and/or cost effective measures should be included in the oral presentation.

Proposer(s) invited to make an oral presentation may submit a best and final offer (“BAFO”) either during oral presentation or within **two (2)** business days following the presentation. The BAFO can modify any aspect of the Proposal provided the RFP requirements continue to be satisfied.

After evaluating Proposals of those invited to make an oral presentation, an evaluation committee consisting of representatives of the Authority ("Evaluation Committee") may enter into negotiations with same. The primary purpose of negotiations is to maximize the Authority's ability to get the best value for the Authority and its patrons based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant weaknesses ambiguities and other deficiencies in the Proposal, including price, that could limit awarding a License Agreement to the Proposer. More rounds of negotiations may be held with one Proposer than another. Negotiations will be structured to safeguard information and ensure that all Proposers in the competitive range are treated fairly.

After evaluation of the BAFO submissions and any subsequent negotiations, the Evaluation Committee will recommend to the Executive Director to award a contract to the Proposer whose Proposal, conforming to the RFP, is most advantageous to the Authority, price and other factors considered. The Executive Director may accept, reject or modify the recommendation of the Evaluation Committee, or may undertake additional negotiations with the recommended Proposer.

Negotiations will be conducted only in those circumstances where they are deemed by the Authority to be in the Authority's best interests and to maximize the Authority's abilities to get the best value. Therefore, Proposers are advised to submit their best price proposals in response to this RFP, because the Authority, may, after evaluation, make an award based solely on the content of these initial submissions, without further negotiations with the Proposer.

A DRAFT FORM OF THE LICENSE AGREEMENT IS ATTACHED. (See Appendix 1). ANY PROPOSED MODIFICATIONS TO THE LICENSE AGREEMENT MUST BE IDENTIFIED AND SUBMITTED WITH YOUR RESPONSE TO THIS RFP; OTHERWISE, BY SUBMISSION OF YOUR RESPONSE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE LICENSE AGREEMENT ATTACHED HEREIN AND WILL BE FORECLOSED FROM NEGOTIATING ANY CHANGES TO THE LICENSE AGREEMENT.

End of Section I

SECTION II -- ADMINISTRATIVE AND CONTRACTUAL INFORMATION

A. Purpose

This RFP contains a Scope of Services (Section III) that outlines the Authority's needs.

B. Inquiries

ONLY type-written inquiries concerning the RFP will be accepted. They should be directed to Andrea E. Ward, Director, Procurement and Materials Management ("PMM") Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by FAX or e-mail are acceptable. The FAX number is 732-750-5399; [e-mail address]. The inquiry deadline is **4:30 P.M. E.T., Wednesday, July 15, 2015**. Inquiries will not be entertained after this date and time.

A PROPOSER IS NOT PERMITTED TO MAKE INQUIRIES OF OR DISCUSS OR QUESTION ANY AUTHORITY EMPLOYEE, STATE EMPLOYEE OR COUNSEL OR CONSULTANT TO THE AUTHORITY ABOUT THIS RFP WHILE THIS RFP IS OUTSTANDING, EXCEPT AS OTHERWISE SET FORTH HEREIN. IT IS NOT APPROPRIATE FOR ANY PROPOSER TO CONTACT ANY AUTHORITY COMMISSIONER OR ANY STATE OFFICIAL OR EMPLOYEE DURING THE RFP PROCESS. FAILURE TO COMPLY WITH THIS GUIDELINE MAY RESULT IN DISQUALIFICATION OF THE PROPOSER.

C. Closing Date

One (1) original and seven (7) copies of the Proposer's Proposal must be received no later than **4:30 PM E.T., Wednesday, August 5, 2015** addressed to: Andrea E. Ward, Director, Procurement and Materials Management Department as follows:

Regular Mail

New Jersey Turnpike Authority
P. O. Box 5042
Woodbridge, NJ 07095

Federal Express or Other Overnight Delivery

New Jersey Turnpike Authority
581 Main Street
Woodbridge, NJ 07095

Proposals not delivered by the stated time and date shall not be considered unless the time is extended by the Authority pursuant to a written addendum issued by the Authority (the "Addendum").

Proposers mailing Proposals should allow for normal mail delivery time to ensure timely receipt of their RFP Responses. Please be advised that using overnight /next-day delivery service does not guarantee overnight/next-day deliveries to our location.

D. The Proposals

It is anticipated that the Proposal will provide a concise and precise delineation of the Proposer's ability to meet all of the requirements of the Authority as provided for in this RFP.

E. Proposer vs. Vendor

The terms "Proposer" and "Vendor" are used frequently, and may be used interchangeably; however, "Proposer" is intended to identify the entity submitting a Proposal, while "Vendor" is the entity to whom the License Agreement is awarded (also referred to as the Successful Proposer.)

F. Signatures

Proposals must be signed by an officer authorized to make a binding commitment for the Proposer.

G. Incurring Costs

The Authority shall not be liable for any costs incurred by any Proposer in the preparation of its Proposal.

H. Addendum to RFP

If at any time prior to receiving Proposals it becomes necessary to revise any part of this RFP, or if the Authority determines that additional information is necessary to enable Proposers to adequately interpret the provisions of this RFP, the Authority will issue an Addendum to this RFP. Upon issuance, each such Addendum shall be deemed to be a part of this RFP.

I. Acceptance of Proposals

This RFP does not commit the Authority to make an award. The contents of the Proposal shall become a contractual obligation, if, in fact, a Proposal is accepted and a License Agreement is entered into with the Authority. The Authority may award a License Agreement solely on the basis of the Proposal submitted without any negotiations. The Authority reserves all rights to engage in negotiations as described in Section I if it deems it in its best interests. Failure of a Proposer to adhere to and/or honor any or all of the obligations of its Proposal may result in rescission of any award of the License Agreement by the Authority.

J. Rejection of Proposals

The Authority reserves the right to reject any and all Proposals. The Authority shall not be obligated at any time to make an award to any Proposer.

K. Final Agreement

Any License Agreement entered into with a Successful Proposer shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. The provisions of the attached License Agreement, not otherwise set forth in this RFP, are hereby incorporated into this RFP.

L. Dissemination of Information

Information included in this document or in any way associated with this RFP is intended for use only by the Proposer and the Authority and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

M. Public Records

Any Proposal received from a Proposer in response to this RFP constitutes a public document that will be made available to the public upon request pursuant to New Jersey's Open Public Records Act, *N.J.S.A. 47:1A-1 et seq.* A Proposer may request the Authority's General Counsel to deem certain sections of its proposal containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such act.

N. News Releases

No news releases pertaining to this RFP or any project to which it may relate shall be made without the Authority's approval.

O. Affirmative Action

The Proposer must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, ancestry, marital status and affectional or sexual orientation or handicap.

In addition, the Proposer must complete the appropriate forms. The following are included in Section VI:

Exhibit A – Mandatory Equal Employment Opportunity Language

Exhibit B – Affirmative Action Information Sheet

However, if a Proposer maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the State of New Jersey Affirmative Action Employee Information Report ("Form AA-302"). The appropriate form must be completed and submitted to the Authority by the Successful Proposer immediately after being notified of award of the License Agreement.

P. Small Business Enterprises Requirements

It is the policy of the Authority that small businesses (each a "small business enterprise" or "SBE") as determined and defined by the State of New Jersey, Division of Minority and Women Business Development ("Division") and the New Jersey Department of the Treasury ("Treasury") should have the opportunity to participate in Authority contracts (*N.J.A.C. 17:13-1.1, et seq.*).

To the extent the Proposer engages subcontractors to perform any of the Services for the Authority pursuant to the License Agreement, the Proposer must demonstrate to the Authority's satisfaction that a good faith effort will be made to utilize subcontractors who are registered with the Division as SBEs in the State of New Jersey.

As set forth in *N.J.A.C. 17:13-4.3*, a "good faith effort" is described as follows:

1. Proposers shall attempt to locate qualified potential small business subcontractors;
2. Proposers must obtain a listing of small businesses from the Treasury website if none are known to the Proposer;
3. Each Proposer shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
4. Proposers shall provide all potential subcontractors with detailed information regarding the specifications; and
5. Proposers shall attempt, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.

Furthermore, the Proposer shall submit proof of its subcontractors' SBE registrations on the form attached as Exhibit K, if applicable, and shall complete such other forms as may be required by the Authority for reporting to the State of New Jersey as to SBE participation.

Q. Division of Revenue Registration

Pursuant to the terms of *N.J.S.A. 52:32-44*, the Successful Proposer is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into a License Agreement with the Authority. **The License Agreement shall not be entered into by the Authority unless the Proposer first provides proof of valid business registration.** In addition, the Successful Proposer is required to receive from any sub-contractor it uses to provide any Services under the License Agreement, proof of valid business registration with the Division of Revenue and provide to the Authority proof thereof. The Authority shall not enter into a License Agreement unless the sub-consultant first provides proof of valid business registration. Please include a copy of the Proposer's and any sub-consultants' Certificate of Registration with the Proposal submission. (Exhibit J)

All questions regarding this requirement should be referred to the Division of Revenue hotline at (609) 292-9292.

R. State Political Contributions Notice: Public Law 2005, Chapter 51 and Executive Order 117

The Successful Proposer will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority's PMM Department to be completed and returned to the Authority for submission to the State Treasurer. Upon approval by the State Treasurer, the Authority will prepare a Service Agreement for execution. (Appendix 2)

S. Affidavit of Moral Integrity

Together with the Proposal, the Proposer must submit an Affidavit of Moral Integrity on the form attached hereto for review by the Authority's General Counsel. (Exhibit C)

T. Code of Ethical Standards

Applicants are advised that the Authority has adopted the New Jersey Uniform Code of Ethics ("Code"), a copy of which can be viewed by going to the following web site: <http://nj.gov/ethics/docs/ethics/uniformcode.pdf> By submitting a response hereto, Proposer agrees to be subject to the intent and purpose of said Code and to the requirements of the New Jersey State Ethics Commission.

U. Tolls

It is the policy of the Authority not to offer toll free passage on its roadways for its contractors, providers or vendors. See *N.J.S.A. 27:23-25* and *N.J.A.C. 19:9-1.19*.

V. Proposals Become Property of the Authority

All Proposals shall become the property of the Authority upon receipt and will not be returned.

W. Right To Audit Clause

The Successful Proposer shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to the Authority with regard to this RFP. The Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the Successful Proposer's books and records specific to the Proposal and Agreement. Such records shall be retained by Successful Proposer for at least five (5) years after termination of the Service Agreement. In no event shall books and records be disposed of or destroyed of prior to five (5) years or during any dispute or claim between the Authority and the Successful Proposer with regard to the RFP.

Pursuant to *N.J.S.A. 52:15C-14(d)*, relevant records of private vendors or other persons entering into contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Successful Proposer shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

X. Ownership Disclosure Form

Each Proposer shall return to the Authority with its Proposal a completed, Ownership Disclosure Form set forth as Exhibit D. Failure to include the completed and signed form may be grounds for rejection of a Proposers' Proposal.

Y. Vendor Disclosure Form N.J.S.A. 52:34-13.2

N.J.S.A. 52:34-13.2 requires that all parties seeking business under a contract with the Authority disclose the origin and location of the performance of their services that are the subject of the contract. Each Proposer shall return to the Authority with its Proposal as completed, dated and certified Vendor Disclosure Form set forth as Exhibit E.

Z. Notice to All Proposers of Set-Off for State Tax

Each Proposer shall return to the Authority with its Proposal a signed and dated "Notice of Set-Off for State Tax" set forth as Exhibit G which advises Proposers of the State of New Jersey's right to set-off any tax indebtedness from payments made under agreements with the Authority.

AA. Affidavit of Non-Collusion

Each Proposer shall return to the Authority with its Proposal a completed, dated, signed and witnessed Affidavit of Non-Collusion set forth as Exhibit I. Failure to include the completed and signed form may be grounds for rejection of a Proposer's Proposal.

BB. Disclosure of Investment in Iran

Pursuant to *N.J.S.A. 52:32-58*, the Proposer must certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in *N.J.S.A. 52:32-56(e)(3)*), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in *N.J.S.A. 52:32-56(f)*. If the Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities. Each Proposer shall return to the Authority with its Proposal the completed dated form entitled "Disclosure of Investment Activities in Iran" as set forth in Exhibit F. Failure to include the completed and signed form may be grounds for rejection of Proposer's Proposal.

CC. Liabilities to the Authority

In the event of any liabilities and debts of the Proposer to the Authority, whether or not related to the Services are unpaid past their due date at the time the Proposal was submitted, a Proposer's Proposal will be rejected.

DD. Proposal Schedule

Closing Date for Submission of Inquiries (4:30 PM, E.T.)	July 15, 2015
Closing Date of Receipt of Proposals (4:30 PM, E.T.)	August 5, 2015
Oral Presentation [Tentative]	August 26, 2015
Tentative Commission Approval	September 29, 2015

End of Section II

SECTION III -- SCOPE OF SERVICES

A. **Organization and Function of the New Jersey Turnpike Authority**

The Authority owns and operates the New Jersey Turnpike, the Garden State Parkway and owns the PNC Bank Arts Center. It was created by the New Jersey Turnpike Authority Act of 1948, as amended and supplemented *N.J.S.A. 27:23-1 et seq.* (the “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike revenue bonds or notes, subject to approval of the Governor. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority, which owned and operated the Garden State Parkway and owns the PNC Bank Arts Center. The Authority Board of Commissioners consists of eight members: five members appointed by the Governor, one appointed by the Governor upon the recommendation of the President of the Senate, one appointed by the Governor upon recommendation of the Speaker of the General Assembly, and the Commissioner of the State Department of Transportation. At this time, the Commissioner of the Department of Transportation serves as Chair of the Authority.

B. **Background**

The NJTP and the GSP are two of the busiest toll roads in the nation. As a public agency, the Authority’s mission is dedicated to the safe and efficient movement of people and goods over those two roadways. The Authority’s roadways are a critical link in the transportation network of the Northeast I-95 Corridor. Every day, these roadways provide the safest, quickest, and most convenient routes for hundreds of thousands of motorists. As a public entity, the Authority is committed to exercising best agency practices and, as such, is seeking to take part in the growing network of alternative fueling infrastructure being installed along the Northeast I-95 Corridor. The Authority seeks to promote energy efficiency while providing convenient access to high speed public charging stations at several Authority-owned service area facilities on the NJTP and GSP. Due to the increasing demand for high speed charging stations, the Authority is seeking a qualified vendor to provide easily accessible, well maintained user friendly high speed charging stations at select service area locations.

C. **General Scope**

The Authority is seeking proposals from qualified vendors to enter into a non-exclusive License Agreement with the Authority to furnish, install, manage and maintain, at its own cost and expense, a total of twelve (12) DC Fast charging stations at three (3) Service areas on the NJTP and three (3) Service areas on the GSP.

The Authority intends to select a single vendor to perform all of the above services (“Services”).

D. Detailed Scope

1. Charging Station Locations

There are 12 Service Areas on the NJTP, and 9 Service Areas on the GSP. A list of the locations of the Service Areas is attached hereto as Appendix 1. At each of these Services Areas, the Successful Proposer will be permitted to occupy approximately 200 – 400 square feet of landscaped space and two (2) parking spaces located in the parking areas of each Service Area.

a. DC Fast Charging Stations on the NJTP

On the NJTP, the Successful Proposer will be required to install DC Fast charging stations at the following Service Area locations:

- i. the Molly Pitcher Service Area, located at milepost 71.7 on the southbound side of the NJTP,
- ii. the Joyce Kilmer Service Area, located at milepost 78.7 on the northbound side of the NJTP; and
- iii. at a third Service Area proposed by the Proposer in the Proposal and approved by the Authority.

b. DC Fast Charging Stations on the GSP

On the GSP, the Successful Proposer will be required to install DC Fast charging stations within at least two (2) and up to three (3) Service Areas. The specific GSP Service Areas are to be proposed in the Proposal and are subject to the approval of the Authority.

Due to space limitations, the installation of DC Fast charging stations will not be permitted by the Authority at either the Cheesequake Service Area located at milepost 124 or the Monmouth Service Area located at milepost 100 on the GSP.

c. Potential Additional Locations

The Successful Proposer must ensure that each site will have infrastructure that not only supports the number of charging stations currently being proposed but allows for future expansion of the number of charging stations, should the need arise.

Should the Authority determine that customer demand warrants the installation of additional charging stations at a particular Service Area location, the vendor may, in the sole discretion of the Authority, be permitted to:

- i. Install up to two (2) additional charging stations in up to two additional parking spaces at each of the Service Areas on the NJTP and GSP listed in the Proposal and approved by the Authority.
- ii. Install up to four (4) additional charging stations in up to four (4) additional parking spaces at one (1) additional Service Area on the NJTP and one additional Service Area on the GSP as approved by the Authority during the term of the License Agreement.

For the above additional charging stations, the Successful Proposer may seek, and the Authority's approval may be granted, in more than one stage during the term of the License Agreement.

2. Charging Equipment Requirements

The Authority requires that the vehicle chargers to be installed be of the 500 volt DC high current charging type known as "DC Fast", and must be capable of delivering over 60 miles of range in under 30 minutes of charging time. However, Proposers are encouraged to propose multiple types of equipment and installation types for consideration to include, but not be limited to:

- a. Single and/or dual charging capability with single or multiple plug types (SAE and/or CHAdeMO); and
- b. Equipment that is compatible with new technologies under development for electric vehicles;

3. Installation Requirements

At its sole cost and expense, the Successful Proposer will design, construct, permit and install (i) all necessary infrastructure, including power supply where needed, utility connections, concrete pads, conduit and wiring, (ii) vehicle chargers, charge posts, switchgear, canopy, solar panels and energy storage system sufficient to meet the requirements of the charging stations set forth herein ("Improvements"). All plans and specifications for the installation of such Improvements shall be subject to the approval of the Authority.

Proposers should note that during the installation of charging stations at the Molly Pitcher and Joyce Kilmer Service Areas, the Successful Proposer may be required to coordinate its activities with Tesla Motors, Inc. ("Tesla"). Tesla is in the process of installing electric vehicle charging stations at these facilities under an existing license agreement with the Authority. As part of the installation of its charging stations, Tesla

will also install all necessary cabling and equipment to allow electric service to be brought to an area abutting the Tesla locations that would be suitable for the installation of alternative high speed electric vehicle charging stations operating at 240 volts/250 amps.

The installation, maintenance and operation of the charging stations proposed at the Molly Pitcher and Joyce Kilmer Service Areas, as well as the activities of the Successful Proposer, its agents, employees, contractors, invitees and customers, may not interfere with the activities of Tesla, its agents, employees, contractors, invitees and customers, at those Service Areas as permitted under the Tesla License Agreement with the Authority.

For all other charging station locations, the Successful Proposer shall have the obligation, at its sole cost and expense, to supply any needed utility connections and power supply.

The Successfully Proposer shall have the obligation to obtain all necessary permits for the Improvements at its sole cost and expense. All Improvements should at all times comply with all applicable federal, state and laws, regulations, codes, and ordinances.

Proposals should include a detailed timeline for construction and installation of the Improvements, beginning on the effective date of the License Agreement, and ending upon completion of installation. The proposed construction schedule shall include milestones for:

- a. Completion of final design schematics, if necessary
- b. Required approvals and permits;
- c. Delivery of materials;
- d. Beginning of installation;
- e. Completion of installation;

The Successful Proposer is required to complete construction and installation of all of the initial charging stations on each roadway within two years of the commencement date of the License Agreement, and shall propose a schedule of construction and installation for each individual charging station to meet this deadline.

4. Maintenance and Network Operation Support Requirements

Throughout the term of the License Agreement, the Successful Proposer shall maintain, service and, if necessary replace, all aspects of the Improvements at proposer's sole cost and expense. The Successful Proposer will be required to upgrade the Improvements as electric vehicle charging technology evolves in order to provide the most optimal service available on the market to electric vehicle motorists.

Proposals should include a detailed description of the preventive maintenance protocols

to ensure the continued reliable operation of the Improvements. Provide response time for any unforeseen breakdowns of the electric vehicle supply equipment and any potential vandalism to units. Provide expected recovery timeframes of the units and software systems.

The Authority is looking for innovative software applications to be employed that will enable vendor to monitor all elements of the charging stations in real time, perform necessary system resets remotely, process customer payments (if applicable), provide customer service, promote vehicle turnover, provide users with mobile interactive navigational guides, aid in the enforcement of time limits, prevent vandalism, etc.

5. License Agreement Term

The Successful Proposer shall be required to enter into a License Agreement with the Authority, a draft of which is attached hereto as Appendix 2. The term of the License Agreement for the operation of the electric vehicle charging stations shall be for a period of seven (7) years. The Agreement may be extended, at the Authority's sole discretion, for one (1) three (3) year renewal term subject to the vendor increasing the Escrow Funds (defined below), if required by the Authority.

6. Escrow Fund

Upon completion of the Improvements in each Service Area, the vendor shall place into a non-interest bearing escrow account the sum of Twenty-Five Thousand Dollars (\$25,000) per Service Area. The Authority reserves the right to require the amount of the Escrow Fund to be increased if inflation, on average, exceeds three (3%) percent. If the CPI Index for the New York metropolitan area increases year on year at any time during the Term by more than three (3%) percent, then within thirty (30) days of receipt of written notice from the Authority, the vendor shall increase the Escrow Fund by three (3%) percent. The Authority cannot request that the Escrow Funds be increased by more than three (3%) percent in any rolling twelve (12) month rolling period. The vendor's compliance with eligible request(s) for increase(s) to the Escrow Fund shall be a condition to consenting to the renewal term of the License Agreement.

7. Payment for Charging Services

a. Payment to the Authority

In exchange for a license to operate a vehicle charging station in an Authority-owned Service Area, the Authority will require the Successful Proposer to pay to the Authority a flat annual license fee during the term of the License Agreement. Proposals must identify the proposed flat annual License Fee to be paid to the Authority. The Authority reserves the right to proportionally increase the License Fee to be paid by the Successful Proposer if the number of charging stations per service area increases and/or additional service area locations are added, per Section III.B.1.C, above.

b. Payment from Customers

The Successful Proposer will have the exclusive right to collect payment from customers in exchange for utilizing the charging services. If Proposer opts to collect payment from customers, the Proposer must include in their Proposal the fee(s) it plans to charge customers, as well as the payment technology system to be utilized by the Proposer.

For payment flexibility, all proposed payment systems shall accept all major credit cards. The Authority encourages Proposers to use payment technology systems that comply with the Open Charge Point Protocol (OCPP) standards.

End of Section III

SECTION IV – RFP RESPONSE, EVALUATION FACTORS AND CRITERIA

A. General

1. A Proposal is requested from the Proposer. The Proposal must detail the Proposer's experience, personnel, proposed scope and approach, and any other relevant information. The Proposer must be able to demonstrate to the Authority that it is thoroughly qualified and experienced to provide the Services outlined in Section III.
2. All portions of this RFP and the Proposal are considered to be part of the License Agreement to be entered into between the Authority and the Successful Proposer and will be incorporated by reference.
3. The Proposal should not exceed 25 pages in length, exclusive of the documents listed on the Check List in Section VI, and the audited financial statements requested above.

B. Required Components of the Proposal

The Scope of Services (Section III) is intended to outline the Authority's needs. The Proposal should thoroughly define the Proposer's proposed scope and approach to the Services.

1. General Requirements

- a. Provide an executive summary of not more than one page identifying and sustaining the basis of your contention that you are the best qualified firm to provide the requested services to the Authority.
- b. Provide the name, title, business address, e-mail address, telephone number and fax number of the individual the Authority should contact regarding your Proposal.
- c. Provide a brief description of your firm, its ownership structure and its state/country of incorporation or formation. Describe your firm's physical presence in the State of New Jersey, including the number of offices, the number of employees and the type of business activity conducted in the State. Also, please describe the participation of women and minorities in your firm. Please indicate the percentage of your firm that is owned by women and minorities.
- d. Set forth fully the anticipated assigned liaison contact, professional and sub-professional staff to be used in providing the Services. Individual's

background and resumes should be included, as well as their anticipated respective functions and responsibilities. Sufficient responsible and professional personnel, with complete and capable supporting staff, must be provided to perform the Services.

- e. Identify any existing or potential conflict of interest, or any relationships that might be considered a conflict of interest, that may affect or involve the provisions of Services to the Authority, including but not limited to conflicts with financial advisors, law firms providing services to the State or the Authority and State employees or Authority employees.
- f. Describe any pending, concluded or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas, or other information requests of or involving your firm or the owners, principals or employees thereof during the period beginning January 1, 2013 through December 31, 2014. Describe the nature and status of the matter and the resolution, if any.
- g. All the documents listed in the (Check List in Section VI) must be submitted in order for a Proposal to be considered responsive to this RFP.
- h. Proposers shall provide copies of audited financial statements or federal income tax returns for their firm for the past three years. Also, Proposers are encouraged to provide current independent financial ratings from New Jersey state and nationally recognized/consensus rating bureaus (e.g. AM Best, Moody's, Standard & Poor's), if applicable.

2. Professional Experience and Credentials

- a. Provide a detailed description of the Proposer's history, structure, and experience in providing Services similar to those as listed in Section III (Scope of Services), in particular to other governmental entities.
- b. Provide at least three (3) client references, including contact information, where the Services provided were comparable to those requested in Section III of this RFP. The Authority may contact these references.
- c. For the last three (3) years, provide overall volume of proposer's earnings from the Services of the type to be provided to the Authority.
- d. Provide a staffing plan listing those persons who will be assigned to the team providing the Services ("Team"), including the designation of a Project Manager. Include for each person (at a minimum) the following relevant resume information:
 - i. A description of the person's relevant professional experience and credentials;

- ii. The type of experience and number of years with the Team; and,
- iii. The role that individual will perform on the Team.

(Please note that the Proposer will be evaluated based on the experience, credentials, and qualifications of the entire proposed Team. No changes in Team composition will be allowed without prior approval of the Authority).

- e. Indicate whether Proposer intends to subcontract any aspect of the Services and, if so, identify any proposed subcontractors.

3. Approach to Providing the Services and Understanding the Authority's Needs

- a. Provide an explanation of the Proposer's and Team's understanding of the tasks required for the successful completion for the Services for which the Proposer is seeking to provide the Authority.
- b. Clearly outline the approach that the Proposer intends to utilize in providing the Services for which the Proposer is seeking to provide the Authority. Indicate and demonstrate in the response the relevant experience, capacity, and commitment to maintain staffing levels necessary to perform the applicable Services.
- c. List the Service Areas for which charging stations are proposed. Explain the site selection process, including, but not limited to (i) utilization demand, (ii) reduction of range anxiety, (iii) electrical and parking capabilities, (iv) creation of network, (v) proximity to and from other sites located on and off the roadways; and (vi) other key attributes that contributed to the site selection process.
- d. Describe in detail the specific types of charging equipment and other Improvements be installed in each Service Area location, including whether such equipment includes:
 - i. Single and/or dual charging capability with single or multiple plug types (SAE and/or CHAdeMO); and/or
 - ii. Equipment that is compatible with new technologies under development for electric vehicles;
- e. Provide a detailed analysis of the anticipated utilization of each charging station location by customers, including the number of anticipated customers per location per each year of the License Agreement. Describe

how the types of charging equipment and other Improvements to be installed shall be determinative in reaching the most potential customers.

- f. Identify the detailed timeline for construction and installation of the Improvements.
- g. Describe in detail any signage proposed to be installed by the Proposer, including whether such signage complies with the MUTCD. All signs to be installed are subject to the approval of the Authority.
- h. Describe in detail the preventive maintenance protocols to ensure the continued reliable operation of the Improvements. Provide response time for any unforeseen breakdowns of the electric vehicle supply equipment and any potential vandalism to units. Provide expected recovery timeframes of the units and software systems.
- i. Describe in detail any fees to be charged to customers, as well as the payment technology system to be utilized by the vendor.
- j. Include a description of the payment system to be used including, at a minimum:
 - i. Card readers, key pads and/or other payment and user financial security technologies;
 - ii. A description of the suitability of particular payment systems for outdoor use; and
 - iii. Communication systems for documenting the transaction processes in various locations.

4. Compensation

Identify the proposed flat annual License Fee to be paid to the Authority in twelve (12) equal monthly installments for the term of the License Agreement, inclusive of the three (3) year extension.

C. Evaluation Factors and Criteria

The Proposal will be carefully evaluated for conformance with the requirements of this RFP. Selection of a Proposer will be based upon the Proposal. Proposers will be awarded a maximum of 100 points based upon the following factors:

	<u>Points</u>
1. <u>Firm Evaluation:</u>	25

Evaluation will include the Proposer's technical experience in installation and management of electric vehicle charging stations and other similar work, in particular with governmental entities or other public agencies, as well as the strength and stability of the firm. Evaluation will also include review of references and financial records.

2. Credentials of the Project Team: 25

Evaluation will include qualifications, credentials, and relevant, local experience of key personnel, the Team's organization, and the Team's demonstrated ability to deliver the Services required under this RFP.

3. Approach to the Services and Understanding the Authority's Needs: 40

Evaluation will consider the Proposer's understanding of the services to be provided, and the demonstrated ability to satisfactorily complete all the required tasks that comprise the Services, as well as the clarity, focus and overall presentation of the Proposer's response. Evaluation will consider the Proposer's ability to meet the project deadline, and the reasonableness of the proposed construction schedule. Evaluation will also consider the anticipated utilization of the charging stations and projected cost to customers. Proposals that deliver a product likely to be utilized by the most customers at the least cost will be given a higher score in this category.

4. Compensation for the Services: 10

Evaluation will include the competitiveness of the license fee to be paid to the Authority.

End of Section IV

SECTION V: INSURANCE AND INDEMNIFICATION

The Proposal must comply with the Insurance and Indemnification requirements set forth in the draft License Agreement attached hereto as Appendix 2.

End of Section V

SECTION VI: CHECKLIST AND EXHIBITS

CHECKLIST OF ITEMS

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH YOUR PROPOSAL ALONG WITH THIS CHECKLIST ITSELF:

CHECK OFF AS READ, SIGNED & SUBMITTED

	CHECK LIST	
A.	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE	
B.	AFFIRMATIVE ACTION INFORMATION SHEET	
C.	AFFIDAVIT OF MORAL INTEGRITY	
D.	OWNERSHIP DISCLOSURE FORM	
E.	VENDOR FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129	
F.	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	
G.	NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX	
H.	NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS	
I.	AFFIDAVIT OF NON-COLLUSION	
J.	NJ BUSINESS REGISTRATION CERTIFICATE	
K.	SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM	
L.	SMALL BUSINESS ENTERPRISE FORM SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION	
M.	INSURANCE (see Section V of RFP) for Insurance Requirements for the License Agreement) Submit proof of insurance- either certificate of insurance or letter from broker with proposal.	
N.	FINANCIALS (Provide copies of audited financial statements or federal income tax returns for the past three years.)	

(Firm)

(Title)

(Signature)

(Date)

(Name – please print or type)

(Telephone Number/Fax Number)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL LICENSE AGREEMENTS

During the performance of the License Agreement, the Contractor agrees as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex.
- C. The contractor or subcontractor will send to each labor union, of with which it has a collective bargaining agreement, a notice to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or subcontractor where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.
- F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

- G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and License Agreement, one of the following three documents:
 - i. Letter of Federal Affirmative Action Plan Approval
 - ii. Certificate of Employee Information Report
 - iii. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

The parties to the License Agreement do hereby agree that the provision of ***N.J.S.A. 10:5-31 et seq.*** dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of the License Agreement and are binding upon them.

Submitted by:

Firm Name: _____

By: _____

Title: _____

Date: _____

EXHIBIT B

AFFIRMATIVE ACTION INFORMATION SHEET

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED LICENSE AGREEMENT PROPOSERS ARE REQUIRED TO SUBMIT ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. PLEASE COMPLETE AND RETURN THIS FORM WITH THE PROPOSAL.

1. The Proposer has submitted a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs (Good for one year of the date of letter).

YES _____ NO _____

If Yes, a photo copy of the Letter of Approval is to be submitted with the bid.
(OR)

2. The Proposer has submitted a Certificate of Employee Information Report pursuant to (N.J.A.C. 17.27-1.1) and The State Treasurer has approved said report.

YES _____ NO _____

If Yes, a photo copy of the Certificate is to be submitted with the bid. (Expiration Date on Certificate)

Certificate of Approval Number _____
(OR)

3. If Proposer has already submitted the Employee Information Report form to the States' Affirmative Action Office, please return a copy of it with the bid.

If you are the successful Proposer and have none of the above, please contact the Procurement and Materials Management Department at **(732) 750-5300 ext. 8628** within five (5) days of notification of award for AA-302 Form. This AA-302 Form must be forwarded to the States' Affirmative Action Office with the Authority's copy (Pink) returned to the Authority's Procurement and Materials Management Department.

The signature below certifies that one of the above forms of Affirmative Action evidence has been submitted, and all information contained above is correct to the best of my knowledge.

Signed _____ Date Signed _____

Print Name and Title _____

Proposers Company Name _____

Address _____

Telephone Number _____ Fax Number _____

EXHIBIT C
AFFIDAVIT OF MORAL INTEGRITY

STATE OF _____

Ss:

COUNTY OF _____

I, _____, the _____ (Pres., Vice Pres., Owner/Partner) of

_____ (Proposer), being first duly sworn, deposes and says:

1. That the Proposer wishes to demonstrate moral integrity in accordance with the services to be rendered/goods to be provided in accordance with the Proposer's proposal.

2. That as of the date of signing this Affidavit, neither Proposer nor any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi-criminal violations, except as follows: **(If none, so state):**

3. Proposer further states that neither the Proposer, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, *non vult* or *nolo contendere* to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on the Agreements performed by it, except as follows: **(If none, so state):**

4. That Proposer authorizes any depository or other agency to supply the Authority with any information necessary to verify any statement made in this Affidavit of Moral Integrity.

5. That as of the date of signing this Affidavit, outstanding liens filed against this Proposer are as follows: **(if none, so state).**

6. That the undersigned, being authorized to act on behalf of Proposer certifies that I am personally acquainted with the operations of said Proposer, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.

7. That this Affidavit of Moral Integrity is made to induce the Authority to accept the Proposer as a qualified provider of goods and/or services, knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements herein contained.

Sworn and Subscribed to Before Me This

____ Day of _____ 20__

Signature

Notary Public

Title

(Corporate Seal)

EXHIBIT D

Ownership Disclosure Form

OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
STATE OF NEW JERSEY
33 W. STATE ST., 9TH FLOOR
PO BOX 230
TRENTON, NEW JERSEY 08625-0230

BIDDER: _____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

COMPLETE ALL QUESTIONS BELOW

	YES	NO
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: _____ (Signature)
Address: _____ (Name)
PRINT OR TYPE: _____ (Title)
PRINT OR TYPE: _____
FEIN/SSN#: _____
Date _____

EXHIBIT E

VENDOR DISCLOSURE FORM

Please be advised that, the New Jersey Turnpike Authority (the "Authority") has developed this form under the policy and procedures in accordance with *N.J.S.A. 52:34-13.2*. Under this order, the Authority must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The Authority shall insure that all Proposers seeking to enter into the License Agreement in which services are procured on his behalf must disclose:

- a. The location by country where the services under the License Agreement will be performed;
and
- b. Any subcontracting of services under the contract and the location by country
where the subcontracted services will be performed.

LOCATION BY COUNTRY WHERE SERVICES UNDER THE LICENSE AGREEMENT WILL BE PERFORMED:

The Proposer _____
(Location by Country)

Name: _____

Address: _____

Title: _____

Subcontractor: _____
(Location by Country)

Name: _____

Address: _____

Title: _____

I certify that all information is true and correct to the best of my knowledge.

Proposer: _____ Title: _____

EXHIBIT F

NEW JERSEY TURNPIKE AUTHORITY
****NEW - DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN****

NAME OF CONTRACTOR /BIDDER: _____

PART 1: CERTIFICATION

CONTRACTORS/BIDDERS **MUST COMPLETE** PART 1 BY CHECKING **EITHER BOX**.
FAILURE TO CHECK ONE OF THE BOXES SHALL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list follows this certification and can also be found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Contractors/Bidders **must** review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A CONTRACTOR'S/BIDDER'S PROPOSAL NON-RESPONSIVE.** If the Authority finds a person or entity to be in violation of law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the contractor/bidder listed above nor any of the contractor's/bidder's parents, subsidiaries, or affiliates is **listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the CERTIFICATION below.**

OR

☐ I am unable to certify as above because the contractor/bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the CERTIFICATION below. **Failure to provide such will result in the proposal being rendered a non-responsive** and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the requested information below. Please provide thorough answers to each question. If you need to make additional entries, provide the requested information on a separate sheet

Name _____ Relationship to Contractor/Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Contractor/Bidder Contact Name _____ Contact Phone Number _____

CERTIFICATION
MUST BE SIGNED BY BIDDER

I being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the South Jersey Transportation Authority (“Authority”) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

FULL NAME (print): _____ SIGNATURE _____

TITLE: _____ DATE: _____



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039

CHRIS CHRISTIE
Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

KIM GUADAGNO
Lt. Governor

JIGNASA DESAI-MCCLEARY
Director

Telephone (609) 292-4886 / Facsimile (609) 984-2575

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Amona	20.	Liquified Natural Gas Limited
2.	Bank Saderat PLC	21.	Maire Tecnimont SpA
3.	Bank Sepah	22.	Naftiran Intratrade Company (NICO)
4.	Bank Markazi Iran (Central Bank of Iran)	23.	National Iranian Tanker Company (NITC)
5.	Bank Mellat	24.	Oil and Natural Gas Corporation (ONGC)
6.	Bank Melli Iran	25.	Oil India Limited
7.	Bank Tejarat	26.	Panyu Chu Kong Steel Pipe Company, Ltd.
8.	Belaz	27.	Persia International Bank
9.	Belneftkhim (Belarusneft)	28.	PetroChina Company, Ltd.
10.	China International United Petroleum & Chemicals Co., Ltd. (Unipetec)	29.	Petroleos de Venezuela (PDVSA Petróleo, SA)
11.	China National Offshore Oil Corporation (CNOOC)	30.	Sameh Afzar Tajak Company (SATCO)
12.	China National Petroleum Corporation (CNPC)	31.	Schwing America Inc.
13.	China National United Oil Corporation (ChinaOil)	32.	Shandong FIN CNC Machine Company, Ltd.
14.	China Petroleum & Chemical Corporation (Sinopec)	33.	Sinohydro
15.	China Precision Machinery Import-Export Corp. (CPMIEC)	34.	SK Energy
16.	Grimley Smith Associates	35.	SKS Ventures
17.	Indian Oil Corporation	36.	Som Petrol AS
18.	Industrija Nafta (INA)	37.	Sonangol
19.	Kingdream PLC	38.	Zhuhai Zhenrong Company

List Date: July 31, 2014

EXHIBIT G

NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX

Please be advised that pursuant to P.L. 1995. c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under the Agreement to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contract or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.52:32-32et seq.) to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.

“I HAVE BEEN ADVISED OF THIS NOTICE.”

COMPANY_____

SIGNATURE_____

NAME_____

TITLE_____

DATE_____

EXHIBIT H

**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF
POLITICAL CONTRIBUTIONS**

All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT
COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-2027**

STATE OF _____

:SS

COUNTY OF _____

I, _____ of the _____ of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____, a _____ in the firm of _____
(Name) (Title, Position, etc.)

_____, the Proposer making the Proposal in response to the Request for Proposal to Furnish and Provide the Services referenced herein; that I executed said Proposal with full authority to do so; and that the Proposer acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the New Jersey Turnpike Authority relies upon the truth of the statements contained in said Proposal and in statements contained in this affidavit in awarding the License Agreement for the Services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such License Agreement upon an agreement or understanding for commission, percentage proposerage, or contingent fee, except bona fide employees of the Proposer, and as may be permitted by law.

Print Name: _____

Subscribed and Sworn to before me this _____ day of _____ 20____

Notary Public of _____

My Commission Expires: _____

EXHIBIT I

AFFIDAVIT OF NON-COLLUSION

STATE OF :
 :
COUNTY OF :

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Turnpike Authority ("Authority"), or any person interested in the proposed License Agreement; and that all statements in said Proposal are true.

2. That he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by the Authority as to whether the Authority should decline to award the License Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

NAME

TITLE

SIGNATURE

Subscribed and sworn to and
before me this day
of , 20____.

EXHIBIT J

NJ DIVISION OF REVENUE BUSINESS REGISTRATION
[Attach]

For information regarding the New Jersey Division of Revenue Business Registration Requirement, Proposers can contact the Bureau of Client Registration at (609) 292-9292.

If you wish to file your application online, you may do so by visiting the following website:
<http://www.nj.gov/treasury/revenue/forms/njreg.pdf>

EXHIBIT K

SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS

SMALL / MINORITY / WOMAN BUSINESS ENTERPRISE FORM

If Proposer is registered with the State of New Jersey as a Small Business Enterprise (SBE), and/or Certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE) you must send a copy of the Registration/Certification Form with your Proposal. Please check off the gross receipt category of your business if registered as an SBE

- SBE CATEGORY 1 \$0- \$500,000 _____
- SBE CATEGORY 2 \$500,001 thru \$5,000,000 _____
- SBE CATEGORY 3 \$5,000,001 thru \$12,000,000 _____
- NOT APPLICABLE _____

SBE Registration # _____

Please check below if applicable

Woman Business Enterprise _____ Minority Business Enterprise _____

Proposer Name: _____

EXHIBIT L

SMALL BUSINESS ENTERPRISE FORM

SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

SMALL BUSINESS ENTERPRISE FORM

SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

NAME & ADDRESS OF SBE (SUB)CONSULTANT SUPPLIER	TYPE OF WORK TO BE PERFORMED	ESTIMATED PERCENTAGE OF (SUB)CONSULTANT WORK

(Attach additional sheet if necessary)

Proposer (Print Name)

Proposer's SBE Liaison officer (if applicable)

Telephone Number

All Proposers must complete and submit this form with their Proposal (if no subcontracting is involved state so.)

EXHIBIT M

[Attach Certificate of Insurance or Letter from Broker]

EXHIBIT N

[Attach Audited Financial Statements or Federal Income Tax Returns for the Past 3 years]

APPENDICES

- 1. List of Locations of Service Areas**
- 2. Draft License Agreement**
- 3. State Contractor Political Contribution Compliance Public Law 2005, Chapter 51 and Executive Order 117**

LIST OF LOCATIONS OF SERVICE AREAS

NEW JERSEY TURNPIKE SERVICE AREAS	LOCATION
Vince Lombardi (13S)	MP 116E
Alexander Hamilton (12S)	MP 111.6
Grover Cleveland (10N)	MP 92.9
Thomas Edison (10S)	MP 92.9
Joyce Kilmer (8N)	MP 78.7
Molly Pitcher (7S)	MP 71.7
Woodrow Wilson (6N)	MP 58.7
Richard Stockton (6S)	MP 58.7
James Fenimore Cooper (4N)	MP 39.4
Walt Whitman (3S)	MP 30.2
John Fenwick (1N)	MP 5.4
Clara Barton (1S)	MP 5.4
GARDEN STATE PARKWAY SERVICE AREAS	LOCATION
Montvale	MP 171
Brookdale North	MP 153.1
Brookdale South	MP 152.9
Vauxhall	MP 142.2
Forked River	MP 76
Atlantic City	MP 41.3
Ocean View	MP 18

Appendix 2

DRAFT LICENSE AGREEMENT

DRAFT LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into this ___ day of _____, 2015, by and between the NEW JERSEY TURNPIKE AUTHORITY, a body corporate and politic, established and existing pursuant to N.J.S.A. 27:12B-1, et seq., having its principal place of business at 581 Main Street, in the Township of Woodbridge, State of New Jersey ("Licensor" or the "Authority") and _____, a corporation of the State of _____, having its principal place of business at _____ ("Licensee") with respect to the following:

RECITALS

WHEREAS, the Authority owns and operates the New Jersey Turnpike and the Garden State Parkway and operates various service areas along and adjacent to both roadways for the benefit and convenience of Authority patrons; and

WHEREAS, the Authority requires the services of a company with the adequate staff and experience to design, furnish, install, manage and maintain, at its own cost and expense, on a non-exclusive basis, certain direct current ("DC Fast") charging stations at Service areas on the New Jersey Turnpike and Garden State Parkway ("Services"), in accordance with the Request for Proposal, dated as of _____, 2015 (collectively, with all Addenda (as herein defined), the "RFP", attached hereto as Exhibit A); and

WHEREAS, the Licensee is a professional company which is proficient in providing the Services and has submitted to the Authority a written proposal, dated _____, 2015 ("Proposal") in response to the RFP; and

WHEREAS, the License was invited to, and did make an oral presentation to the Authority on _____, 2015 ("Oral Presentation"), following which the Licensee was further invited to make a Best and Final Offer ; and

WHEREAS, the Authority has relied upon the representations and warranties made by the License in its Proposal and Oral Presentation in the selection of the Licensee to undertake the scope of Services detailed in the RFP and in this; and

WHEREAS, the Licensee represents that it possesses the necessary personnel, capability, capacity and experience to undertake the Services required by this Agreement; and

WHEREAS, the Authority and the Licensee have negotiated the terms and conditions under which the Licensee will provide the Services and the Licensee represents and warrants that it is ready, willing and able to perform such Services;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licenser and Licensee hereby agree as follows:

1. Recitals. The foregoing recitals and representations form a material part of this Agreement and are incorporated herein by this reference.

2. License. Licenser hereby grants Licensee a temporary, revocable license to use and occupy the Licensed Areas (as such term is defined below) solely for the Permitted Uses set forth in Section 5 herein during the Term (as such term is defined below) subject to the terms and conditions set forth in this Agreement. The relationship between Licenser and Licensee is not one of landlord and tenant, but rather one of licenser and licensee. Licenser's grant hereunder shall in no way operate to confer upon Licensee any other interest, status, or estate of any kind other than a license to the Licensed Areas, and shall on no way preclude the Authority from entering into a License Agreement for similar Permitted Uses on any other Authority-owned property outside of the Licensed Areas, as defined below.

3. Licensed Areas. Pursuant to the terms of this Agreement, Licensee is permitted to enter upon, use, and occupy approximately 200-400 square feet of landscaped space and two (2) parking spaces located in the parking areas of each of the following Service Areas:

New Jersey Turnpike Service Areas:

(i) the Molly Pitcher Service Area, which is located at milepost 71.7 southbound side on the New Jersey Turnpike, and

(ii) the Joyce Kilmer Service Area, which is located at milepost 78.7 on the northbound side of the New Jersey Turnpike,

(iii)

Garden State Parkway Service Areas

(i)

(ii)

(iii)

The specific areas of the Service Areas designated by Licensor for the Permitted Use (as such term is defined herein) and for no other purpose are set forth in more detail as shown on **Exhibit A** attached hereto (the "Licensed Areas").

4. **Term.** The initial term of this Agreement shall be for a period commencing from the date of execution of this Agreement ("Commencement Date") for a term of seven (7) years (the "Initial Term"), unless sooner terminated pursuant to the terms hereof. Provided that Licensee is not in breach of its obligations hereunder, upon mutual consent of the parties, and in accordance with the terms of Section 7, this Agreement may be extended for one (1) three (3) year renewal term (the "Renewal Term" together with the Initial Term, the "Term"), subject to Licensee increasing the Escrow Funds, as defined in Section 23, if required by Licensor. All obligations to perform any action and/or pay any sums due or to become due to either party from the other under this Agreement shall survive the expiration or earlier termination of this Agreement and remain continuing obligations until performed and/or paid. All indemnity obligations under this Agreement shall likewise survive the expiration or earlier termination of this Agreement.

5. **Permitted Uses.**

(A) Subject to applicable laws, during the Term, Licensee shall be permitted to operate the Licensed Areas solely as electric vehicle charging stations and for the incidental generation of PV electricity

and the incidental operation of energy storage systems, subject to the terms of this Agreement and any restrictions and prohibited uses applicable to the Licensed Areas and for no other purpose.

(B) Licensee shall, at Licensee's sole expense, design, obtain necessary permits, construct, and install (i) infrastructure, including power supply, utility connections, concrete pads, conduit and wiring (collectively, "Infrastructure"), (ii) vehicle chargers, charge posts, switchgear, canopy, solar panels, and an energy storage system (collectively, "Trade Fixtures") and signage (in the latter case only as permitted pursuant to Section 5(E) below) (signage together with Trade Fixtures and Infrastructure, the "Improvements"), all as required for the vehicle charging stations, as more completely described in the Proposal. Improvements may include, but are not limited to, power supply, utility connections, concrete pads, bollards, positive protection devices, conduit, wiring, the vehicle chargers, charge posts, switchgear, signage, canopy, solar panels, and an energy storage system. All Improvements shall at all times comply with all applicable federal, state and laws, rules, regulations, codes, and ordinances and shall be installed, maintained, serviced and, if necessary replaced at Licensee's sole cost and expense.

(C) Licensee shall submit in writing to Licensor all plans and specifications for the installation of any Improvements at least forty-five (45) days prior to the proposed installation date for Licensor's review and approval, which approval shall not be unreasonably delayed or withheld. Upon approval of the plans and specifications therefore by Licensor, Licensee shall install its vehicle charging stations on the Licensed Areas in accordance with such approved plans and specifications, as set forth below.

- i. Licensee shall be responsible to pay all contractors it engages to perform the installation and maintenance of the Improvements in a timely manner to ensure no liens are filed against the Licensed Areas. Notwithstanding the foregoing, if a lien is filed against or in relation to the Licensed Areas, within thirty (30) calendar days of written notice from the Licensor, the Licensee shall either post a bond or otherwise resolve the lien to cause the lien to be released.
- ii. Licensee shall, or shall cause its contractor to, post a bond or other mechanism to secure Licensee's and its contractor's obligations to complete the Improvements. The form, terms and value of the credit support will be subject to Licensor's prior written

approval, shall not be unreasonably withheld or delayed.

(D) Charging Stalls. As more completely described on **Exhibit A**, two (2) parking spaces in each Licensed Area shall serve as charging stalls (“Stalls”) to be used by Licensee and its employees, agents, customers and invitees. The Stalls shall have markings and signage as depicted in **Exhibit B**. If Licensee’s customer demand exceeds the capacity of the Stalls, it shall be Licensee’s obligation to find other available locations, independent of any Licensor locations, at which to install stalls to service such overflow volume. The Stalls may be used solely by Licensee, its employees, agents, customers and invitees, and no one else, for the Permitted Use only and for no other use without the prior written consent of Licensor, which may be withheld in Licensor's reasonable discretion. Licensee acknowledged that Licensor has no duty or obligation to “police” the use of the Stalls.

(E) Signage. Licensee may request to install signage on the Licensed Areas, as depicted in **Exhibit B**, at locations to be approved by Licensor, which approval may be withheld in Licensor's discretion. In addition, Licensee’s request for installation of way-finding signage on any property owned or operated by the Authority is subject to prior approval by Licensor, which may be withheld in Licensor's discretion. Any and all signs to be installed pursuant to this Agreement shall be fabricated and installed by Licensor at Licensee’s sole cost and expense, and shall be in accordance with Licensor’s specifications. The copy and appearance of all signage will be subject to Licensor’s prior review and approval. Licensee’s installation of any signage without the prior written approval of Licensor is a breach of this Agreement. Without limiting all other rights and remedies available to Licensor hereunder, at law and/or in equity, Licensor may remove any signs posted by or on behalf of Licensee without Licensee’s prior written approval.

(F) Coordination/Non-Interference with Tesla Motors, Inc. (“Tesla”). Licensee acknowledges that Licensor is a party to an existing License Agreement, effective December 12, 2014 with Tesla (the “Tesla Agreement”) for the design, construction and installation of vehicle charging stations (“Tesla Stalls”) at the Molly Pitcher and Joyce Kilmer Service Areas on the New Jersey Turnpike (“Turnpike Service Areas”). Pursuant to the Tesla Agreement, Tesla has installed all necessary cabling and equipment to allow electric service to be brought to the Turnpike Service Areas not only to enable the Tesla Stalls but also to provide electric service to an area abutting the Tesla Stalls, which electric service (i) allows for a separate

meters for Licensee, and (ii) provides sufficient electricity to operate the Licensee Stalls operating at 240 volts/250 amps charging at each of the Turnpike Service Areas. Licensee may utilize the electric service installed by Tesla at the Turnpike Service Areas, pursuant to the terms of this Agreement. The Permitted Uses under this Agreement by Licensee, its agents, contractors, employees, invitees or customers may not interfere with use of the Tesla Stalls by Tesla, its agents, contractors, employees, invitees or customers pursuant to the Tesla Agreement.

6. Alterations: Except as set forth in **Exhibit B**, Licensee shall not make or permit to be made any alterations, changes in or additions to the Licensed Areas unless, in Licensor's sole and absolute discretion, Licensor shall approve in writing such alterations, changes or additions.

7. Payment for Charging Services; License Fees; Records; Audits.

(A) Licensee shall have the exclusive right to collect payment from customers and third parties in exchange for utilizing the charging services at the Stalls. Licensee shall charge the following fees:

(B) License shall pay the following License Fees to Licensor in exchange for the Permitted Uses under this Agreement:

(C) Licensee set up, keep, and maintain in accordance with generally accepted accounting principles (GAAP) during the Term and for seven (7) years after expiration, termination, or revocation date thereof, records, and books of account (including records of original entry and daily forms) recording all costs associated with the construction and installation of the Improvements, and all of the fees charged and collected, pursuant to or in any way connected with or related to the operation of the Stalls, and all matters relating to the fees payable to the Licensor or collected by the Licensee, and such additional information as the Licensor may from time to time require. The Licensee shall permit, during ordinary business hours during the Term and for

seven (7) years thereafter, the examination and audit by the officers, employees and representatives of the Licensor of such records and books of account of the Licensee.

(D) Licensee shall furnish to the Licensor monthly detailed unaudited reports of gross collections of the fees collected by Licensee from its customers for the previous month, the components thereof to include but not be limited to the number of customers on a daily and monthly aggregate. The report shall be in a format that is acceptable to the Licensor and submitted by the 20th day of the following month.

(E) Within sixty (60) days after each year of the Term, the Licensee shall furnish to the Licensor a statement of gross collections from the Stalls certified by its Chief Financial Officer or Certified Public Accountant.

(F) Where practical, all of the foregoing records shall be maintained in a location situated in the State of New Jersey. If any of the records are maintained outside that location, Licensee may send copies of same to a suitable location in New Jersey within a reasonable time period following a request by the Licensor. If the Licensor's auditor wishes to inspect original records maintained outside the State of New Jersey, the Licensee at its option, may have same delivered to its offices within the State of New Jersey or may pay the reasonable cost of the auditor's travel to the location where the records are maintained.

8. Utilities. Licensee agrees to arrange for and pay the charges for any and all utility services required for the installation and operation of the Improvements and/or their service, maintenance and/or operation. Licensee shall pay directly to the utility company the cost of installation of any and all such utility services and shall arrange to have the utility service separately metered.

9. As Is: Notwithstanding anything contained in this Agreement to the contrary, Licensor shall deliver the Licensed Areas to Licensee in an "**AS IS**" condition and Licensor shall have no obligation to do or perform any work to the Licensed Areas or to make any alterations or improvements thereto other than to make use of the Licensed Areas available to Licensee. Licensee expressly acknowledges that Licensor makes no representations or warranties regarding the Licensed Areas or the suitability of the Licensed Areas for Licensee's Permitted Uses.

10. Permits: Licensee shall apply for, obtain, and maintain any and all permits, licenses and authorizations which may be required by any and all governmental authorities in connection with the Permitted

Use at Licensee's sole cost and expense. If necessary, Licensee will obtain, at Licensee's expense, a Certificate of Occupancy prior to utilizing the Licensed Areas for the Permitted Uses and Licensee will provide Licensor with a copy of any final Certificate of Occupancy prior to commencing to operate the Stalls. Except as set forth above, the exhibits attached hereto or otherwise agreed to in writing by Licensor, Licensee shall not alter the Licensed Areas in any way. Licensee shall pay all taxes on any and all of its Improvements.

11. Maintenance of Licensed Areas: Licensee shall, at Licensee's sole cost and expense, keep and maintain the Licensed Areas in a clean, safe, and sanitary condition in accordance with all Laws and of the requirements of any insurance underwriters, inspection bureaus or a similar agency designated by Licensor. Licensee may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Licensed Areas from off-site. The installation of any such equipment, however, shall require the prior written approval of Licensor. It is understood and agreed that all property kept, stored or maintained in the Licensed Areas shall be so kept, stored or maintained at the sole risk of Licensee. Licensor, through its own personnel, or through third party operators at the Service Areas, in the ordinary course undertakes "street sweeping," snow removal, and similar maintenance activities. However, Licensor makes no representations or covenants under this Agreement as to when these activities are undertaken; and further, Licensor may suspend such activities at any Service Area as Licensor may determine in its sole discretion or due to force majeure events, including without limitation, Acts of God, fire, civil unrest, or any other intervening event. Licensor shall not be liable to Licensee for any loss of business, damage to the Improvements, or other consequential loss or damage from any cause whatsoever, including without limitation the suspension of any maintenance activities in the common areas on or about a particular Licensed Area. Without limiting the foregoing, such services may be suspended during an emergency, which emergency may impact a subject Service Area(s), or which may have occurred elsewhere on the Turnpike or the Parkway, but for which one or more Service Area(s) are required as a staging area while the emergency is addressed. Provided, however, that such services are not suspended due to an emergency or other force majeure event, Licensor shall endeavor to provide Licensee with notice in accordance with Section 19 below.

12. Surrender: Licensee shall surrender the Licensed Areas upon the expiration or earlier termination of this Agreement, in the same condition as the Licensed Areas were in as of the date the Licensed

Areas were delivered to Licensee unless otherwise instructed by Licensor, normal wear and tear excluded. Without limiting the foregoing, at Licensor's direction, Licensee shall leave in place the cabling and other Improvements associated with delivery of the needed electricity for charging stations. Upon surrender of the Licensed Areas, Licensee shall remove all of its property therefrom, and repair any damage to the Licensed Areas caused by such removal. If Licensee fails to remove all of its personal property by the last day of the Term, then such personal property shall be deemed abandoned by Licensee and, at the option of Licensor, shall become the property of Licensor, or may be (i) removed by Licensor, (ii) placed in storage, or (iii) sold or otherwise disposed of, in each case at Licensee's expense. The obligations of Licensee under this Section 12 shall survive the termination of this Agreement.

13. Rights and Obligations of Licensor:

(A) Licensor shall, or shall cause third parties, to undertake snow removal and salting of the Service Areas, including the Licensed Areas; provided, however, that Licensor assumes no liability for any damage caused to the Improvements in the course of such snow removal, salting or other maintenance operations on or about the Service Areas and/or the Licensed Areas.

(B) Subject to the terms of this Agreement, Licensor shall not take any action that would impair use of the Licensed Areas or the Improvements. Licensor shall not knowingly allow another party to impair use of the Licensed Areas or the Improvements. Licensor agrees to encourage HMSHost, Sunoco and/or any future Service Area operator to make good faith efforts to notify Licensee within a commercially reasonable time if (i) it has knowledge of third parties impairing or misusing the Licensed Areas or Improvements, or (ii) it obtains knowledge of a needed repair to the Licensed Areas or Improvements. If non-electric vehicle motorists repeatedly park in the Stalls, thereby impairing use of the Stalls, then the parties shall confer regarding an appropriate and effective strategy for preventing such impairment, subject to (i) the Parties' agreement as to the allocation of costs associated therewith and (ii) in no event shall such measures be permitted to interfere with or impede the operation of any Service Area and/or the motoring public's access to any Service Area. In no event, however, shall the Licensor have any liability to Licensee for non-electric vehicles parking in any of the Stalls.

14. Insurance: Prior to the commencement of any work of any nature whatsoever and before entry

by the Licensee and/or its contractor on the Licensor's property, the Licensee, and its contractor if the work is to be performed by a contractor, shall furnish to the Licensor satisfactory proof of the following amounts of insurance:

(A) Insurance to be Provided by Licensee:

i. Commercial General Liability Insurance of Licensee

The limits of liability for this insurance shall be as follows:

(a) \$5 Million Limit of Liability for Bodily Injury and Property Damage which can be met through primary and excess policies; provided that primary coverage shall be not less than \$1 Million and that the excess coverage shall be at least as broad as the primary policy; and

(b) The above required Commercial General Liability Insurance shall include "The New Jersey Turnpike Authority, its commissioners, members, directors, officers, employees, consultants, and agents" as additional insureds (the "Authority Parties"). The coverage to be provided under this policy shall be at least as broad as the standard basic unamended and unendorsed commercial general liability policy. [The insurance policy shall be endorsed to include Property Damage, Contractual Liability, and work done by Independent Contractors on behalf of Licensee or Licensee's Contractor.]

ii. Business/Commercial Automobile Insurance of Licensee

The Business/ Commercial Automobile policy shall cover owned, non-owned and hired vehicles with limits as follows:

(a) \$1 Million Combined Single Limit of Liability for Bodily Injury or Property Damage; and

(b) The above required Business/Commercial Automobile Insurance shall include the Authority Parties as additional insureds.

iii. Licensee's Workers' Compensation and Employers' Liability Insurance Workers'

Compensation Insurance shall be provided in accordance with the requirements of the

laws of the State of New Jersey and shall include an all-states endorsement to extend coverage to any state, which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of \$1,000,000 for each accident as required by New Jersey law.

(B) Insurance to be Provided by Licensee's Contractor:

i. Commercial General Liability Insurance of Licensee's Contractor

Contractor shall carry commercial general liability insurance to cover its work on the Licensed Areas during the period in which Licensee's contractor is constructing the Improvements (as such term is defined herein). Such policy shall be endorsed so as to include insurance protection against property damage caused by explosion, collapse, and interference with existing underground and overhead facilities.

ii. Business/Commercial Automobile Insurance of Licensee's Contractor The Business/Commercial Automobile policy shall cover owned, non-owned and hired vehicles with limits as follows:

(a) \$1 Million Combined Single Limit of Liability for Bodily Injury or Property Damage; and

(b) The above required Business/Commercial Automobile Insurance shall include the Authority Parties as additional insureds.

iii. Workers' Compensation and Employers' Liability Insurance of Licensee's Contractor

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include an all-states endorsement to extend coverage to any state, which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of \$1,000,000 for each accident as required by New Jersey law.

iv. Pollution Liability Insurance of Licensee's Contractor

With regard to work performed by Licensee's contractors and/or subcontractors at or about the Licensed Areas, a Contractor's Pollution Liability Policy shall be provided

with Limits of liability as follows:

- Each Occurrence \$10,000,000
- Annual Aggregate \$10,000,000

- (a) This insurance shall include, but not be limited to, coverage for on-site clean-up, bodily injury and/or property damage to third parties, Contractual Liability, completed operations and shall include insured versus insured coverage under a severability of interest clause.
 - (b) The policy shall be renewed annually for the duration of the Term and for a period of two (2) years following the expiration or earlier termination of this License. The policy shall name the Authority Parties, as additional insureds.
 - (c) As an alternative, the Licensee may satisfy the Contractors Pollution Liability Insurance requirement by providing the dedicated project specific limits stated above by endorsement under the Licensee's own Contractor Pollution Liability Policy subject to the same terms and conditions.
- v. All insurance required by Licensee's Contractor shall remain in effect from the date that the Authority grants Licensee authorization to proceed with the construction and installation of the Improvements through the date the Improvements become operational and available to customers.

(C) Other Requirements

- i. All insurance required by Licensee shall remain and be maintained in full force and effect throughout the Term, and for two (2) years after the Agreement expires. Licensee shall provide thirty (30) days' prior written notice to the Authority before any cancellation becomes effective. If replacement coverage is not provided prior to the cancellation or reduction of the current coverage, such that the insurance mandated by Sections (A) and (B) above are not met at all times, the same shall be a breach of this Agreement, the Authority shall have the

right, to immediately terminate this Agreement, in addition to its other rights and remedies provided for herein, at law and/or in equity.

- ii. Any provisions regarding insurance requirements may be reasonably modified by the Authority in the future, without approval of the Licensee in order to reflect the necessity for increased limits and/or coverage. Licensee shall, and shall cause its contractors to, immediately provide necessary modification to the certificates of insurance within ten (10) days' notice by the Authority.
- iii. All insurance provided herein shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority.
- iv. All insurance provided herein shall be endorsed to waive the insurance carrier's right of subrogation against the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees and consultants.
- v. No insurance provided herein shall contain a provision under which claims made by the Authority against the Licensee would not be covered due to the operation of an insured versus insured exclusion.
- vi. Prior to commencing any work under this agreement, Licensee shall furnish Licensor with certificates of insurance satisfactory to the Licensor, and, if requested by the Licensor, applicable endorsements and/or a certified copy of the insurance policy(s) required, in sufficient detail so as to permit Licensor to determine compliance with the insurance requirements of this Agreement.

15. Environmental Issues and Hazardous Materials Relating to the Leased Areas and Operations.

(A) Licensee hereby agrees, at its own expense, to comply with all existing or hereafter enacted environmental protection or environmental cleanup responsibility laws or regulations, but only with respect to Licensee's installation, operation, maintenance, servicing and/or removal of the Improvements and its operations in and about the Licensed Areas. Licensee's responsibilities shall include, without limitation, obtaining all appropriate permits and approvals prior to commencing its work under this License; making all

necessary submissions to the appropriate regulatory agencies charged with enforcing any applicable environmental or other laws or regulations applicable to Licensee's Permitted Uses and the Improvements for which this License is granted; and undertaking, at Licensee's own expense, any monitoring or cleanup required pursuant to any applicable environmental cleanup responsibility law or regulation. Licensee, at its own expense, shall promptly provide copies of all submissions made to any regulatory agency pursuant to this Section to Licensors. Licensee, at its own expense, shall promptly provide copies of all field reports, laboratory and analytical data, and all QA/QC documents to Licensors. If any cleanup must be undertaken because of any spills or discharges or hazardous substances or wastes at any Service Areas which occur due to any action or inaction of Licensee, its agents, servants, employees, contractors and/or subcontractors during the term of this License, then Licensee shall, at its own expense, prepare and submit the required plans and financial assurances and carry out the approved plan. Licensors shall have the right to approve any cleanup plan prepared pursuant to the provisions of this Section. At all times during Licensee's operation of the Licensed Areas for which this License is granted, Licensee and/or its contractor shall permit Licensors, its agents, servants and employees, access to the Licensed Areas and the Improvements thereon for the purposes of environmental inspections and sampling. Licensee shall not restrict access to any part of the Licensed Area. At no expense to Licensors, Licensee shall promptly provide all information requested by Licensors for preparation of a non-applicability affidavit, de minimis quantity exemption application or other submission and shall promptly sign such affidavits and submissions if and when requested by Licensors. Licensee's failure to abide by the terms of this Section shall be enforceable by injunction.

(B) Licensee shall not store or use on or about the Licensed Areas any hazardous substances or wastes, toxic substances or wastes, pollutants, or contaminants as those terms are defined by law, including but not limited to "hazardous substances" as defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42U.S.C. §§9601 et seq.); "hazardous wastes" as defined under the Resource Conservation and Recovery Act (RCRA) (42U.S.C. §§6901 et seq.); "toxic substances" as defined under the Toxic Substances Control Act (TSCA) (15U.S.C. §§ 2601 et seq.); "hazardous materials" as defined under Occupational Safety and Health Administration (OSHA) laws and regulations; oil, petroleum products, or their derivatives; and PCBs, asbestos, explosives, radioactive materials and any other toxic, flammable,

reactive, ignitable, corrosive or otherwise hazardous substances (hereinafter "Hazardous Substances"). Licensee shall not install any underground or above ground storage tanks on or about the Licensed Areas. Licensee shall give Licensor written notice immediately upon Licensee's knowledge of any Hazardous Substances existing in or about the Turnpike Service Areas that impacts soil, groundwater, or surface water, or requires notification of regulators. Notwithstanding the expiration or earlier termination of this Agreement, if there exists a violation of Environmental Laws at the Licensed Areas for which Licensee is liable or if Licensee has failed to fulfill its obligations under this Section, Licensee shall reimburse Licensor for the amount required for Licensor to cure the violation of Environmental Laws and/or to cure Licensee's default by fulfilling Licensee's obligations under this Agreement, if possible.

16. Indemnification. Licensee shall defend and indemnify, save harmless and shall reimburse Licensor, its officers, agents and servants and each and every one of them with respect to any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) (each a "Claim") incurred by, imposed upon or asserted against Licensor by reason of any accident, injury (including death at any time resulting there from) or damage to any person or property to the extent arising out of or resulting from any acts or omissions of Licensee, its successors and assigns, agents, servants, contractors, subcontractors, invitees and/or designees, as the case may be, on the Licensed Areas or the Service Areas. Licensee shall, at its own cost and expense, defend (using counsel reasonably satisfactory to Licensor) any and all suits or actions (just or unjust) which may be brought against Licensor or in which Licensor may be impleaded with others arising out of any such Claim. The indemnification provisions of this Agreement shall survive and continue in full force and effect regardless of whether this Agreement has expired or been terminated or canceled.

17. Operation of Service Areas. Licensee agrees that (i) the Services Areas are under the control of Licensor, and are subject to separate agreements with HMSHost and Sunoco; and (ii) the Service Areas, and the parking areas specifically, are provided primarily for the convenience of the Turnpike and Parkway traveling public. Licensee agrees that Licensor shall have the right (a) to enter into, modify and terminate licenses, easements and other agreements pertaining to the use and maintenance of the Service Areas; (b) to close all or

any portion of any common area or an entire Service Areas to such extent as may, in the opinion of Licensor, be necessary to maintain, repair, or replace same, or to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; and (c) to do and perform such other acts in and to any common area or the entire Service Areas as Licensor shall determine to be advisable. Licensee acknowledges that Licensor has the right, in its sole and absolute discretion, from time to time to change the area, location and arrangement of parking areas and other facilities and to remove areas (other than the Licensed Area) from common use for the exclusive use of another licensee, tenant or occupant. If Licensor desires to relocate any Licensed Area, such relocation shall be done in accordance with Section 18 below; and in the event Licensor takes any action to relocate the Licensed Areas, Licensor and Licensee shall work together in good faith to identify a replacement area.

18. Relocation. Licensor shall have the right to relocate any Licensed Area during the Renewal Term, but not during the Initial Term except as provided below, provided that the new Licensed Area provides for an equivalent footprint for the Stalls and charging equipment can be supplied with equivalent utility service, and is similar in terms of ease of access, safety, security, and proximity to amenities. If Licensor needs to relocate either Licensed Area during the Initial Term, the costs to relocate the Improvements will be shared equally by the parties. If relocation occurs during the Renewal Term, all costs of said relocation shall be borne by Licensee. In all relocation scenarios, the relocation plan shall ensure that the new charging station is open to the public before the former charging station is decommissioned. Licensor shall make a good faith effort to notify Licensee of least-cost opportunities for relocation, such as any opportunity to relocate the Stalls in conjunction with development efforts elsewhere on the current Licensed Area.

19. Temporary Impairment:

(A) Licensee agrees that Licensor shall have the right to temporarily access and/or temporarily restrict access to the Licensed Areas to perform maintenance on the Licensed Areas (but not to the Improvements except in an emergency) and as otherwise contemplated in this Agreement; provided, however, Licensor shall use commercially reasonable efforts to minimize any impact on the access to the Stalls and, except in the case of an emergency, shall notify Licensee at least ten (10) business days in advance of impairment, noting anticipated date, time, duration, and scope of impairment. Without limiting the foregoing,

Licensor and Licensee agree to cooperate in good faith to enable Licensee to provide a temporary charging stall to its customers in an alternative parking space in the Licensed Area (the “Temporary Parking Space”) during any period of time where access to all of the Stalls is restricted (the period of time the Temporary Parking Space is used by Licensee including, without limitation, during the installation of its equipment, the “Temporary Use Period”); provided that (i) during the Temporary Use Period, the Temporary Parking Space shall be deemed to be a part of the Licensed Area under this Agreement (including, without limitation, with respect to the insurance and indemnity obligations of Licensee), and (ii) after the Temporary Use Period, Licensee shall be responsible at its sole cost and expense for restoring the Temporary Parking Space to the condition prior to the Temporary Use Period.

(B) Notwithstanding Section 19(A) above, Licensee understands that in the event of an emergency or force majeure event, access to the Licensed Area may be precluded in whole or in part until the emergency situation or force majeure event is abated. As provided in Section 11 above, the emergency situation may impact the subject Service Area(s), or may have occurred elsewhere on the Turnpike or the Parkway, but for which the Service Area(s) are required as a staging area while the emergency is addressed.

20. Assignment. This Agreement may be assigned by Licensor and, after such assignment, Licensee agrees to look solely to such assignee for performance hereunder. The rights and obligations of Licensee under this Agreement may not be assigned or delegated, in whole or in part, to any third party without the prior written consent of Licensor, which consent may be granted or withheld in Licensor's sole and absolute discretion. For purposes of this provision, an assignment shall include a change in control, a sale of all or substantially all of Licensee's assets or a merger by law.

21. Events of Default; Remedies.

(A) The occurrence of any of the following shall constitute an event of default (each, an "Event of Default") under this Agreement:

- i. the failure by Licensee to pay any monies due under this Agreement for a period of thirty (30) days after such monies are due, if such default is not cured within five (5) days of receipt of written notice from Licensor;
- ii. the failure by Licensee to perform or observe any other material term or condition

of the Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof; or

- iii. the appointment of a receiver or trustee to take possession of all or substantially all of the assets of Licensee located at the Licensed Areas and if possession is not restored to Licensee within thirty (30) days; or a general assignment by Licensee for the benefit of creditors; or any action or proceeding commenced by or against Licensee under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and in the case of involuntary actions filed against the Licensee, the same are not discharged within sixty (60) days after the date of commencement.

With respect to (2) above, if Licensee has diligently sought to cure and diligently continues to endeavor to cure the Event of Default, Licenser may, in its sole discretion, extend the period in which Licensee may undertake to complete the cure of the Event of Default.

(B) Upon the occurrence of an Event of Default:

- i. Licenser may terminate this Agreement and the license granted hereby by giving notice of such termination to Licensee, whereupon this Agreement shall terminate on the date that is thirty (30) days after Licenser's termination notice ("Surrender Date"), and Licensee shall be obligated to immediately quit the Licensed Areas on or before the Surrender Date. Any other notice to quit or notice of Licenser's intention to reenter the Licensed Areas is hereby expressly waived. If Licenser elects to terminate this Agreement, everything contained in this Agreement on the part of Licenser to be done and performed shall cease, without prejudice, however, to the right of Licenser to recover from Licensee all sums accrued up to the time of termination or recovery of possession by Licenser, whichever is later, and any and all other monetary damages sustained by Licenser.
- ii. Whether or not this Agreement is terminated pursuant to Section 19(b)(1),

Licensor may proceed to recover possession of the Licensed Areas under and by virtue of the provisions of the Laws of the state in which the Licensed Areas are located, or by such other proceedings, including re-entry and possession, as maybe applicable.

22. Termination: Notwithstanding the provisions of Section 19 or any other term in this Agreement,

(A) Licensor may terminate this Agreement in its sole discretion upon one hundred twenty (120) days advance notice to Licensee in order to accommodate the change in the design or use of the Service Areas.

(B) Any partial or total destruction of the Improvements shall, at Licensor's or Licensee's election, terminate this Agreement.

(C) Licensee may terminate this Agreement without cause at any time, provided, however, that within thirty (30) days of such termination, Licensee shall remove all of its Improvements, unless expressly directed otherwise by Licensor, and shall fully restore the Licensed Area, as further provided in Section 12 above. Upon completion of the Improvements at each Service Area, Licensee shall place into a non-interest bearing escrow account with _____ the sum of Twenty-Five Thousand Dollars (\$25,000.00) per Service Area at which Improvements have been constructed (the "Escrow Funds"). During the Term, Licensor reserves the right to require the amount of the Escrow Fund to be increased if inflation, on average, exceeds three (3%) percent. If the CPI index for the New York metropolitan area increases year on year at any time during the Term by more than three (3%) percent, then within thirty (30) days of receipt of written notice from Licensor, Licensee shall increase the Escrow Fund by three percent (3%). Licensor cannot request that the Escrow Funds be increased by more than three (3%) percent in any rolling twelve (12) month rolling period. Licensee's compliance with eligible request(s) for increase(s) to the Escrow Fund shall be a condition to consenting to the Renewal Term.

(D) If, despite Licensor's request, Licensee fails to remove the Improvements within thirty (30) days following the expiration or early termination of the Term, then Licensor shall be entitled to access and use the Escrow Funds for the cost to remove the Improvements. If such costs exceed the Escrow Funds, Licensee shall reimburse the shortfall to Licensor within ten (10) days of Licensor's written demand therefore.

23. Right of Entry. Licensors may enter the Licensed Areas at any time.

24. Notices. Any notice, demand or other communication required or permitted by law or any provision of this Agreement to be given or served on either party shall be in writing, addressed to the party at the address set forth below, or such other address as the party may designate from time to time by notice, and (a) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (b) delivered by a private mail or courier service, delivery charges prepaid, which provides delivery confirmation (such as, without limitation, Federal Express, Airborne or UPS). Any party shall have the right from time to time and at any time, upon at least ten (10) days' prior written notice delivered pursuant to the terms hereof, to change its respective address and to specify any other address within the United States of America, provided said new address is not a post office box or facsimile number. All communications delivered, as set forth herein, shall be deemed received by the addressee on the delivery date, the delivery refusal date, or the undeliverable date, as shown on the return receipt or the delivery confirmation. The "undeliverable date" shall mean the date the notice was first unsuccessfully attempted. Notice from an attorney or agent acting or purporting to act on behalf of a party shall be deemed notice from such party if such attorney or agent is authorized to act on behalf of such party.

Licensor:

New Jersey Turnpike Authority
581 Main Street
P.O. Box 5042
Woodbridge, New Jersey 07095
Attention:

With a copy to the General Counsel at the above address

Licensee:

25. Laws. Licensee covenants and warrants that it shall conduct its business in the Licensed Areas for the Permitted Use in accordance with all applicable laws, Licensee shall not commit or cause to be done any

act which creates a nuisance in, upon or connected with the Licensed Areas. Licensee and all who enter the Licensed Areas under Licensee shall observe and comply with all present and future federal, state and local common law, statutes (including without limitation The Americans with Disabilities Act), as amended from time to time, rules, codes, ordinances and regulations, and all directions, requirements, rulings and orders of all federal, state and local courts and other governmental (and quasi-governmental) agencies and authorities including, without limitation, those of any health officer, fire marshal, building inspector or other officials, of the governmental agencies having jurisdiction over the Licensed Areas (collectively, "Laws"), including, without limitation, any Laws relating to the possession and storage of alcoholic beverages, and with any rules and regulations that may have been or may be hereafter established by Licensor.

26. Entire Agreement. This Agreement and the Exhibits attached hereto set forth all the covenants, promises, agreements, conditions and understandings between Licensor and Licensee and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are here in set forth. All prior communications, negotiations, arrangements, representations, agreements, and understandings whether oral or written between the parties hereto, and their representatives, are merged herein, and extinguished, this Agreement supersedes the same. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Licensor or Licensee unless reduced to writing and signed by them.

27. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and been forced to the fullest extent permitted by law. In the event that any provision of this Agreement would be deemed unenforceable due to the excessiveness or unreasonableness of any fee, charge, cost or expense for which payment is required thereby, then such provision automatically shall be deemed to be modified to provide that the amount of such fee, charge, cost or expense shall be the maximum amount permitted by law and such provision, as so modified, shall be enforced.

28. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed to

create a partnership or joint venture of or between Licensor and Licensee, or to create any other relationship between the parties hereto other than that of licensor and licensee.

29. Personal Liability. In carrying out the provisions of this Agreement, or in exercising any power or authority granted it by its position, Licensee agrees that neither the members of the Authority nor any commissioner, director, officer, agent or employee of the Authority shall be personally charged by Licensee with any liability.

30. Time is of the Essence. Time shall be of the essence in the performance of all obligations under this Agreement.

31. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its principles of conflicts of laws.

32. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which, taken together, shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission or email, as well as photocopies of such facsimile transmissions. Any such transmission shall bind the party so executing and delivering this Agreement.

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IN WITNESS WHEREOF, Licensors and Licensees have caused this Agreement to be executed under seal by their duly authorized officers or representatives.

LICENSOR

NEW JERSEY TURNPIKE AUTHORITY

By: _____
Joseph W. Mrozek
Executive Director

Attest:

Sheri Ann Czajkowski
Secretary to the Authority

[SEAL]

Approved by the Law Department

Bruce A. Harris
General Counsel

WITNESS:

LICENSEE:

By: _____
Name:
Title:

EXHIBIT A

Premises and Property Depiction

EXHIBIT B

Signage

Appendix 3

State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 and Executive Order 117

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 (McGreevey) was signed on September 22, 2004 and became effective October 15, 2004. EO134 was applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. EO134 was superseded by P.L. 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51"). In September 2008, Executive Order 117 (Corzine) was signed and became effective November 15, 2008. EO117, which applies only prospectively, extends Chapter 51's political contribution restrictions by expanding the definition of "business entity" to include, for example, more corporate shareholders and sole proprietors. EO117 and Chapter 51 contain restrictions and reporting requirements that will necessitate a thorough review of their provisions by bidders.

Pursuant to the requirements of Chapter 51 and EO117, the terms and conditions set forth in this Appendix are material terms of any contract entered into by the Authority.

DEFINITIONS

For the purpose of this Appendix, the following shall be defined as follows:

- a) **"Contribution"** – means a contribution reportable by the recipient under the New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83, *N.J.S.A.* 19:44A-1 *et seq.*, and implementing regulations set forth at *N.J.A.C.* 19:25-7 and *N.J.A.C.* 19:25-10.1 *et seq.*, made on or after October 15, 2004. As of January 1, 2005, contributions in excess of \$300 are reportable.
- b) **"Business Entity"** – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation's stock); professional services corporation (and any of its officers or shareholders); limited liability company (and any members); general partnership (and any partners); limited partnership (and any partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse, civil union partner or child, residing in the same household, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote, or to a political party committee within whose jurisdiction the contributor resides.

PROHIBITION ON THE AGREEMENTS/BREACH OF EXISTING THE AGREEMENT

As set forth in Chapter 51 and EO117, the Authority shall not enter into a the Agreement to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

Further, it shall be a breach of the terms of any contract with the Authority for any Business Entity who has been awarded the contract, during the term of the contract or any extension thereof, to:

- (i) make or solicit a contribution in violation of Chapter 51 or EO117;
- (ii) knowingly conceal or misrepresent a contribution given or received;
- (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal party committee, or legislative leadership committee;
- (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the Business Entity itself, would subject that entity to the restrictions of Chapter 51 or EO117;
- (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51 or EO117; or
- (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51 or EO117.

CERTIFICATION AND DISCLOSURE REQUIREMENTS

Prior to the award of any contract or agreement, the Authority shall notify any Business Entity to which it intends to award a contract of the need to submit to the Authority a completed Certification and Disclosure of Political Contributions form, as issued by the State Treasurer. **The intended awardee will receive the applicable form from the Authority's Procurement and Materials Management Department to be completed and returned to the Authority for submission to the State Treasurer.**

In completing this form, the Business Entity must certify that no contributions prohibited by Chapter 51 or EO117 have been made by the Business Entity and must report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. § 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of *N.J.S.A. 19:44A-3(n)* and *N.J.A.C. 19:25-1.7*. Failure to submit the required forms will preclude award of the contract at issue, as well as future contract opportunities.

Upon approval by the State Treasurer, the Authority will prepare the Services Agreement for execution. However, if the State Treasurer determines that any contribution or action by a Business Entity poses a conflict of interest in the awarding of the contract or agreement at issue, the State Treasurer shall disqualify the Business Entity from award of such contract.

Once approved by the State Treasurer, a Business Entity's Political Contributions Certification is valid for a two (2) year period from the date of approval. If, prior to the award of a contract, the State

Treasurer confirms to the Authority that the intended awardee has an approved certification that will remain valid for the term of the contract, the Authority may waive the requirement that the awardee complete an additional Certification and Disclosure of Political Contributions form.

Any Business Entity entering into a contract with the Authority is required, on a continuing basis, to report to the Authority any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. Such reports shall be subject to review by the Authority and the State Treasurer. If the State Treasurer determines that any such contribution poses a conflict of interest, such contribution shall be deemed a material breach of the contract or agreement at issue.